

VENUE NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (the "Agreement") is made as of _____, 2013 by and between SAP GLOBAL MARKETING, INC., a Delaware corporation (the "Licensee" or "SAP"), SAN JOSE ARENA MANAGEMENT, LLC, a Delaware limited liability company (the "Licensor" or "SJAM"), and the CITY OF SAN JOSE (the "City") (collectively, the "Parties").

In consideration of their mutual promises, the Parties agree as follows:

RECITALS

WHEREAS, the City owns the event facility located at 525 West Santa Clara Street, San Jose, California (the "Venue");

WHEREAS, SJAM manages and operates the Venue pursuant to the Amended and Restated San Jose Arena Management Agreement, effective as of December 19, 2000, and as amended thereafter (the "Management Agreement");

WHEREAS, the Venue is the home arena of the San Jose Sharks (the "Sharks"), a professional hockey team and member club of the National Hockey League (the "NHL");

WHEREAS, pursuant to the Management Agreement, SJAM has the power and authority to grant a third-party license for the naming rights of the Venue, subject to the City's absolute approval;

WHEREAS, pursuant to the Naming Rights and Trademark License Agreement between SJAM and Hewlett-Packard ("HP Agreement"), effective as of December 19, 2000 and as amended thereafter, SJAM granted to Hewlett-Packard ("HP") the license to name the Venue and related ancillary benefits through 2015, with the option to extend its license through 2018;

WHEREAS, HP has entered into an agreement with SJAM and the City to terminate the HP Agreement as of June 30, 2013, prior to its scheduled expiration and without exercising its right to extend the term thereof;

WHEREAS, SJAM desires to grant to SAP the license to name the Venue and related ancillary benefits in consideration for SAP's agreement to pay the Naming Rights Fee as set forth herein and contemporaneously execute a sponsorship agreement with the San Jose Sharks (the "Sponsorship Agreement");

NOW, THEREFORE, in consideration of these Recitals, hereby incorporated into this Agreement, the following mutual promises, and all other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** As used in this Agreement, the following terms will have the following meanings:

A. **"Arena Authority"** means the nonprofit public benefit corporation known as the San Jose Arena Authority, established through City resolution to oversee the management and operation of the Venue on behalf of the City.

B. **"Branding and Collateral Materials"** means the inventory provided and/or used by SJAM related to the Naming Rights granted under this Agreement to support the brand exposure of the Venue Marks, as specifically set forth in **Section 2(D)(i)** of this Agreement and any subsequent substitutions, additions or modifications thereto as mutually agreed upon by the Parties.

C. **"City"** means the municipal government of the City of San Jose, Santa Clara County, California, including, without limitation the City Council, City Manager and Arena Authority.

D. **"Game"** means any game designated as a Sharks home game and scheduled by the NHL to be played at the Venue, as defined herein.

E. **"Event"** means any non-Game presentation, including, but not limited to, concerts, athletic events, theatrical productions, shows, public gatherings, or any other scheduled happening, taking place at the Venue.

F. **"Designations"** means the marketing slogans which may be used by Parties in connection with the Agreement, as specifically set forth in **Exhibit 9** of this Agreement.

G. **"League Rules"** means the Constitution and Bylaws, resolutions, rules and regulations, policies, limitations and interpretations of the NHL, as determined by the NHL on an on-going basis.

H. **"League Year"** means the period from July 1 of a calendar year to and including June 30 of the following calendar year, or such other time period determined by the NHL and NHL Players Association (the "NHLPA") as indicated in the effective Collective Bargaining Agreement (the "CBA") during the Term of this Agreement.

I. **"Name"** the official word, term or phrase by which the Venue will be called as of the Effective Date or as amended or changed in accordance with this Agreement.

J. **"Naming Rights"** means the exclusive license to name the Venue pursuant to the terms of this Agreement.

K. **"NHL"** means the National Hockey League.

L. **"NHL Season"** means the time period corresponding to the Regular Season and the Post-Season as determined by the NHL.

M. **"Post-Season"** means the time period comprising the schedule of games conducted by the NHL following the conclusion of the Regular Season which lead to the determination of the winner of the Stanley Cup Championship.

N. **"Preseason"** means the time period prior to the Regular Season, including the period comprising any Exhibition Games taking place during Training Camp.

O. **"Regular Season"** means the time period during an NHL League year comprising the League Schedule as determined by the NHL.

P. **"Sharks"** means the San Jose Sharks, LLC, the affiliate company of SJAM owning and operating the San Jose Sharks hockey team, a member club of the NHL, or its successor.

Q. **"Venue"** means the event facility located at 525 West Santa Clara Street, San Jose, California, owned by the City of San Jose (the "City"), and managed and operated by SJAM.

R. **"Venue Mark(s)"** means the Name, Logos, and/or any stylized form or combination thereof.

S. **"Year"** means the fiscal year of SJAM, beginning on July 1 of each calendar year and ending on June 30 in the subsequent calendar year.

2. NAMING RIGHTS AND ANCILLARY BENEFITS

A. **Venue Name.** During the Term of this Agreement, SJAM hereby grants to SAP the exclusive license to name the Venue pursuant to the terms hereunder (the "Naming Rights"). As of the Effective Date, the official name of the Venue will be "SAP Center at San Jose" (the "Name"), unless amended or changed in accordance with this Agreement, and the Venue shall be referred to as the "SAP Center at San Jose" (the "Long Name"), or, "SAP Center" (the "Short Name") where reference by the Long Name is not reasonably practical (collectively, the "Name"). The Parties will meet in good faith to determine a protocol guiding appropriate usage of the Short Name.

B. **Venue Logos.** During the Term of this Agreement, the Parties agree that SAP will develop, at SAP's expense, a graphic design incorporating the Name to be used as the primary logo associated with the Venue (the "Primary Logo"). SAP may develop, at SAP's expense, derivative graphic designs related to the Primary Logo to be used periodically for ancillary marketing and promotional purposes pursuant to this Agreement (the "Secondary Logos") (collectively, the "Logos"). The Logos will be mutually agreed upon by the Parties and are subject to the approval of the City.

C. **Signage and Exposure.** In connection to the Naming Rights granted to SAP hereunder, SAP will be entitled to have certain signage or other forms of exposure of the Venue Marks placed in, on and around the Venue (the "Signage"); provided such Signage shall substantially consist of the Venue Marks and, along with ancillary areas, be consistent with SAP Trademark Guidelines color palette and

nomenclature. The appearance and location of all Signage will be mutually agreed upon by SAP and SJAM and is subject to the approval of the City.

i. Building Signs.

a. *Exterior Signage.* Signs located on the Venue exterior, including, without limitation, the entrances, digital signage marquee and rooftop, will display the Venue Marks as more fully described in **Exhibit 1**, attached.

b. *Interior Signage.* Signs located within the Venue, including, without limitation, various fixed and digital signage located in the Venue spectator area (the "Bowl"), Venue concourses, and the Grill, as defined herein, will display the Venue Marks as more fully described in **Exhibit 2**, attached.

c. *Temporary Signage.* The Parties agree to work together and cooperate in good faith in connection with the design, approval, preparation, production, mounting and installing of the Building Signs. SJAM agrees to use commercially reasonable efforts to have all Building Signs prepared, produced, mounted and installed no later than September 30, 2013. Notwithstanding the foregoing, if the Building Signs, including, without limitation, the Exterior Signage, are not fully prepared, produced, mounted and installed as of July 1, 2013, SJAM shall display temporary "museum banner" signage that is a reasonable temporary substitute for uninstalled portions of the Exterior Signage, subject to the prior approval of the City and SAP (the "Temporary Signage").

ii. Municipal Signs.

a. *City Signs.* As of the Effective Date, SJAM and City will use reasonable commercial efforts to cause any existing public roadway signs referencing the Venue and controlled by the City (the "City Street Signs") to identify the Venue by the Venue Marks, as described in **Exhibit 3**, attached, by September 30, 2013. SJAM shall be responsible for the initial cost of purchasing the replacement City Street Signs under this Agreement. Thereafter, the City will be responsible for the cost, maintenance, repair and replacement of the City Street Signs installed hereunder in the same manner the City maintains, repairs and replaces City Street Signs in its normal course of business. Notwithstanding anything herein to the contrary, the Parties understand and acknowledge that, prior to the Effective Date of this Agreement, a minimal number of signs referring to the Venue as the "San Jose Arena" may have been physically incorporated in various sidewalks and/or building structures and cannot be modified or changed except at considerable cost and expense to SJAM and/or the City, and the Parties agree that the SJAM and the City's failure to modify such signs to will not constitute a breach of this Agreement.

b. *Highway and Public Transportation Signs.* As of the Effective Date, SJAM and the City will use reasonable commercial efforts to cause any existing federal, state and/or local public roadway and/or public transportation signs referencing the Venue and controlled by the county, state and/or federal government or related government agency (the "Highway and Public Transportation Signs") to identify the Venue by the Venue Marks, as described in **Exhibit 3**, attached, within nine (9) months of the Effective Date. To the extent the cost to purchase and/or replace the Highway Signs in accordance with this provision is not borne by the controlling body thereof, the initial cost of purchasing the replacement Highway Signs under this Agreement will be paid for as between SJAM and the City, in a manner to be determined at a later date.

D. Venue Branding, Promotion and Publicity

i. Branding and Collateral Materials. In connection to the Naming Rights granted to SAP hereunder, SJAM agrees to support the brand exposure of the Venue Marks through the following branding channels (the "Branding and Collateral Materials"): SJAM will also work with the City to update any Venue references in any City-owned Branding and Collateral Materials.

a. *Website and Digital Media.* As of the Effective Date, SJAM will use commercially reasonable efforts to register and establish a new domain name and other associated usernames and handles, as mutually agreed upon by SAP and SJAM, for the official promotional website (the "Website"), Facebook page, Twitter account, and other social media outlets for the promotion of the Venue (the "Digital Media Outlets"). SJAM will maintain all Digital Media Outlets during the Term of this Agreement, and the content of such Digital Media Outlets will display the Venue Marks and include Venue-specific web pages providing relevant Venue information, as determined by SJAM and subject to the reasonable approval of SAP.

b. *Printed Materials.* As of the Effective Date, SJAM, at SJAM's cost, will cause the Venue Marks to be incorporated and used in the printed business, marketing, promotional and press materials of the Venue, including, without limitation, letterhead, Game and Event tickets, directories, VIP, team, employee and staff credentials, building and security passes, and other forms of identification.

c. *Guest Services.* As of the Effective Date, SJAM will cause the Venue Marks to be incorporated and used in the following:

i. Clothing, apparel and/or accessories worn by various Venue staff during Games and Events, including, but not limited to, name tags and uniforms worn by ushers, ticket takers, security personnel, guest relations personnel, and general food service vendors and concessionaires

ii. Concessions materials, including, without limitation, beverage cups, napkins and menus distributed at the Venue, including in the Venue suites

iii. Phone and correspondence greetings used by Venue operators and support staff

d. *Internet Visibility.* SJAM will use commercially reasonable efforts to cause the Venue to be identified by the Venue Name, including registering and/or changing the Name on all major search-related and mapping sites (e.g., Google, Yahoo, Bing) and internet city guides (e.g., Yelp, City Search).

ii. Publicity and Promotion.

a. *Event and Game Promotion.* The Parties agree that each will make commercially reasonable efforts during the Term to: (i) identify the Venue by the Venue Marks in all written and oral references to the Venue and with respect to any Game or Event scheduled to take place at the Venue, including, without limitation, all official documents, press releases and other public announcements.

b. *Third Party Media and Broadcasters.* The Parties agree that each will make commercially reasonable efforts during the Term to cause the media, broadcasters, and other third parties, including, without limitation, news outlets, web, radio and television broadcasters of the Games and/or Events, sports teams, service providers, advertisers, promoters and sponsors, to identify the Venue by the Venue Marks; provided that any failure of such third parties to refer to the Venue by the Venue Marks will not be considered a breach of this Agreement by the Parties.

c. *Venue Grill.* As of the Effective Date, the restaurant located on the Club Level of the Venue, accessible from entrances opening to the exterior sidewalk area on West Santa Clara Street and interior Club (the "Grill"), will be referred to as the "The Grill at the SAP Center at San Jose".

d. *Sharks Foundation Funds.* The Parties understand and agree that a portion of the Naming Rights Fee will be allocated for payment to the Sharks Foundation (the "Foundation Funds"). The Foundation Funds will be used to support community programs and initiatives in and around the South Bay Area, California (portions of Alameda and all of Santa Clara Counties), as mutually determined by the Parties. The community programs and initiatives will align with both the Sharks Foundation and SAP Corporate Social Responsibility guidelines. Both SJAM and SAP will enter into a reasonable approval process to determine the distribution of the Foundation Funds and provide the City with annual reports of such distribution. Unless otherwise agreed to by SJAM and SAP in writing, the Foundation Funds must be used during each year of this Agreement and will not rollover. Subject to the approval guidelines set forth in this Agreement, the Venue Marks and/or SAP Marks will be used, in the mutual determination of SAP and SJAM, in the promotion, presentation, marketing and other activities carried out by the Sharks Foundation for which such Community Funds are specifically used, including related promotion at the Sharks Foundation booth located on the Venue concourse.

e. *Promotional Campaign.* SJAM and SAP will cooperate in jointly planning a mutually agreeable and mutually executed public relations campaign to announce the Name and Logo of the Venue as of the Effective Date.

E. Designations. SAP shall have the right to use the Designations set forth in attached **Exhibit 9** in SJAM-approved Promotional Materials. Except as they relate to the provisions set forth in **Section 2(F)**, below, SAP will have no right of exclusivity with respect to the following Designations, and nothing in this Agreement will prevent SJAM from entering into agreements allowing third parties to use the same or similar Designations during the Term hereof. Subject to the prior written approval of SJAM and the terms and conditions set for in **Section 5(B)** of this Agreement, SAP may combine its Marks and the SJAM Marks with respect to its use of the Designations.

F. Exclusivity.

i. Exclusive Rights. In addition to the Naming Rights granted hereunder, SJAM agrees not to offer, grant, or sell the right to name any subordinate portion of the Venue (the "Subordinate Naming Rights") to any third party whose: i) primary business falls within the exclusive Business Category; ii) engages in business activities or offers products or services that are competitive with one or more of SAP's Exclusive Products; or iii), who otherwise could be reasonably identified by SAP or SJAM to be a direct competitor of SAP. In the event SJAM desires to offer, grant or sell Subordinate Naming Rights to any such third party, SJAM agrees to submit to SAP the identity of the third party for SAP's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. If, upon receipt of such request, SAP withholds approval of such third party based on commercially reasonable grounds, SAP agrees to describe in writing the commercial reasonable grounds for such refusal. SAP further agrees that it will only have commercially reasonable grounds to withhold approval under this provision in the event such third party: (i) operates in the exclusive Business Category, or (ii) engages in business activities or offers products or services that are competitive with one or more of SAP's Exclusive Products. In addition, and notwithstanding any foregoing SAP approval, SAP and SJAM acknowledge and agree that the sale of any such Subordinate Naming Rights is at all times also subject to the absolute approval of the City.

ii. Business Category and Exclusive Products. For purposes of this Naming Rights Agreement, SAP shall be considered to be engaged in the "Business Software Solutions", "Cloud Software Solutions" and "Business Analytics Software" business category (the "Business Category"), and SAP's Exclusive Products shall consist of software and cloud-based solutions primarily marketed for use in extending the availability and efficiency of software and data, and/or the analysis of such data, across on-premise installations, on demand deployments and mobile devices for business organizations (and not primarily intended for use by individual consumers), in the following functional categories: Customer Relationship Management, Enterprise Asset Management, Enterprise Resource Planning, Financial Management, Human Capital Management, Product Lifecycle Management, Supplier Relationship Management, Supply Chain Management, Sustainability, Business Analytic Applications (to enable real-time insights and predictive intelligence), Business Intelligence, Data Warehousing, Enterprise Information Management, Enterprise Performance Management, Governance, Risk and Compliance, Application Foundation & Security, Business Process Management & Integration, Content and Collaboration Software, Database and the storing of operations on a computer's main memory (commonly referred to as In-Memory Computing) (the "Exclusive Product(s)"). SJAM and SAP acknowledge that the preceding list of functional categories may evolve during the Term, subject to the mutual agreement of the Parties, not to be unreasonably withheld, and the limitations set forth in **Section 4(F)(iii)**, below. Examples of current SAP products within the Exclusive Product category include without limitation the following: SAP HANA, SAP BusinessObjects, SAP Business ByDesign and SAP StreamWork.

iii. Exceptions. Notwithstanding anything herein to the contrary, any right of exclusivity provided to SAP under this Naming Rights Agreement will be limited in the following instances:

a. *Event Sponsors.* SJAM may permit any other party which is a promoter or named sponsor of an Event or team competing in the Venue to display temporary signage at the Venue and make any public announcements or Event advertising prior to and during the presence of such Event or team at the Venue.

b. *NHL Preemption.* The Parties acknowledge that, as the home arena of an NHL member club, SJAM must cooperate with the Sharks in abiding by the League Rules as well as accommodate certain national sponsorship agreements as mandated by the NHL. For certain nationally-broadcast NHL games (or other major U.S. or Canadian network commitments), the NHL reserves the right to remove or replace certain local team (e.g., San Jose Sharks) signage from the dasherboard, in-ice, and player bench and penalty box areas of the Venue. In select cases, such signage may be replaced by an NHL League-wide sponsor. The Parties agree that any use or display of a Direct Competitor's marks by the NHL as described herein will not constitute a breach of this Agreement and will be limited to the extent mandated by the NHL.

c. *Existing Corporate Partners.* To the extent SJAM or any of its affiliated corporate entities, including, without limitation, the Sharks and Sharks Sports & Entertainment, LLC (collectively, the "SJAM Affiliates"), have contractual obligations to any third party as of the Effective Date that would

otherwise violate SAP's Exclusive Rights hereunder, SJAM and its SJAM Affiliates will not be required to terminate any such agreement and may complete its obligations thereunder; provided, however, that SJAM agrees that SJAM or the relevant SJAM Affiliate will not renew or extend any such agreement beyond the termination or expiration thereof.

3. **TERM.** The term of this Naming Rights Agreement will begin on **JULY 1, 2013** (the "Effective Date") and continue through **JUNE 30, 2018** (the "Expiration Date"), unless extended or terminated in accordance with the terms hereof (wholly, the "Term").

A. Option to Extend. If SAP is not in default of this Agreement, then SAP will have the option to extend the term of this Agreement (the "Option") for an additional five (5) year period through **June 30, 2023** (the "Extension Term"). SJAM will provide SAP with written notice of its Option as of **April 1, 2016**, and SAP will have until **June 30, 2016** to give notice to SJAM of its decision to exercise its Option hereunder (the "Option Period"). In the event SAP does not give notice to SJAM of its decision to exercise its Option within the Option Period, SAP will be deemed to have conclusively declined its Option to extend the Term hereof, and SJAM will be free to enter into negotiations with third parties regarding the purchase of the Venue naming rights following the Expiration Date of this Agreement.

B. Right of First Negotiation. In the event SAP is not in default of this Agreement and declines its Option to extend the Term hereof, and SJAM intends to solicit and receive third-party offers for the purchase of the Venue naming rights, SAP shall have the exclusive right to negotiate in good faith with SJAM with respect to the purchase of the Venue naming rights following the Expiration Date (the "Right of First Negotiation"). At the conclusion of the Option Period, SJAM will provide SAP with written notice of SAP's Right of First Negotiation which it shall have for a period of ninety (90) days from the date of notice (the "Negotiating Period"). In the event the Parties do not reach an agreement for the purchase of the Venue naming rights during the Negotiating Period, SJAM will be free to solicit, receive and negotiate third-party offers regarding the purchase of the Venue naming rights following the Expiration Date of this Agreement.

4. FEES AND COSTS.

A. Naming Rights Fee. In consideration of the Naming Rights and Ancillary Benefits granted by SJAM hereunder, SAP agrees to pay a Naming Rights Fee in the manner and amounts set forth in **Section 4(A)(i)** below (the "Naming Rights Fee"). SJAM will further distribute the Naming Rights Fee to the respective Parties as set forth in 4.A.ii ("Annual Distribution of the Naming Right Fee").

i. Naming Rights Fee Schedule

Year	Naming Rights Fee
2013-14	\$3,250,000.00
2014-15	\$3,250,000.00
2015-16	\$3,250,000.00
2016-17	\$3,250,000.00
2017-18	\$3,250,000.00

5-Year Extension Term (Option)

2018-19	\$3,250,000.00
2019-20	\$3,250,000.00
2020-21	\$3,250,000.00
2021-22	\$3,250,000.00
2022-23	\$3,250,000.00

ii. SJAM's Annual Distribution of Naming Rights Fee

Annual Naming Rights Fee

\$3,250,000.00

Annual Distribution

SJAM	\$1,250,000.00
Sharks Foundation	\$375,000.00
City of San Jose	\$1,375,000.00
District Funds	\$250,000.00

iii. District Funds. SJAM shall remit to the City on an annual basis a portion of the total Annual Naming Rights Fee in an amount equal to one million six hundred twenty five thousand dollars (\$1,625,000.00), two hundred and fifty thousand dollars (\$250,000.00) of which shall be distributed equally among each Council District and are restricted for the exclusive use towards educational, recreational and cultural purposes (the "District Funds").

B. Costs and Expenses

i. Venue Marks. SAP will be responsible for all costs and expenses associated with development of the Venue Marks, including costs for any third-party designer services used in the development of the Venue Marks and any related artwork and/or style manuals for the approved forms of the Venue Marks.

ii. Building Signage.

a. *Production and Installation*. SAP will be responsible for paying all costs and expenses associated with the initial preparation, production, mounting and/or installation of all Building Signage provided hereunder (the "Initial Signage Costs").

b. *Maintenance and Replacement*. Following the initial preparation, production, mounting and installation, SJAM will be responsible for providing necessary power to any Building Signage and paying the costs and expenses associated with and the routine and preventative repair and maintenance of all Building Signage. Notwithstanding the foregoing, SAP agrees to pay for the cost and expense specifically attributable to the routine and preventative repair and maintenance of the Exterior Signage related to the use of SAP Gold, or similar custom color as presented by SAP and as mutually determined by the Parties, in the Exterior Signage; provided SAP will be responsible only for such cost that is above and beyond the cost that otherwise would be borne by SJAM under this provision for routine and preventive repair and maintenance if such portions of the Exterior Signage were translucent white, as supported by third party documentation.

c. *Licenses and Permits*. Subject to the Management Agreement, SJAM will be responsible for obtaining, at its sole cost and expense, any and all licenses and permits required in connection with providing the Signage under this Agreement.

iii. Branding and Collateral Materials. Except as specifically provided in this Agreement, SJAM will be responsible for all costs and expenses associated with the initial design, production and/or purchase of Branding and Collateral Materials reflecting the implementation of the Name and Logo(s) as of the Effective Date. SAP will be responsible for all costs and expenses associated with the subsequent removal, destruction, discarding, design, production, replacement and/or purchase of Branding and Collateral Materials, whether related to a substitution, modification or change of the Branding and Collateral Materials inventory set forth herein and/or a change or modification of the Venue Marks.

iv. Subsequent Name Change. In the event SAP or its successor or assignee changes or causes the change of the Name, Logo and/or Venue Marks in accordance with the terms hereof, SAP agrees to pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including, without limitation, the cost and expense of: (i) removing, destroying and/or discarding signage reflecting the prior Venue Marks, (ii) preparing, producing, replacing, mounting and/or installing new or altered signage to reflect the name change, (iii) removing, destroying and/or discarding merchandise, equipment or other collateral materials related to the Venue branding, promotion and publicity displaying the prior Venue Marks, and (iii) preparing, producing, replacing and/or distributing merchandise, equipment or other collateral materials related to the Venue branding, promotion and publicity reflecting the name change.

v. Cost Reporting. SJAM and SAP will work in good faith to establish estimated budgets for each of the Cost categories above, and SJAM will provide monthly reports in conjunction with their

invoicing which details total costs expended to date for each of these categories against the estimated budgets. SAP and SJAM will agree in good faith on an appropriate format and further details and documentation as to such cost reporting.

C. Payment.

i. Payment Due Date. All payments shall be due thirty (30) days after SAP receipt of invoice submitted by SJAM in accordance with the Invoice Date pursuant to the Payment Invoice Schedules and the following invoice instructions below;

ii. Invoicing Instructions. All invoices shall be sent in PDF format to SAP by email to nsqaccountspayable@sap.com, or, if an electronic invoice cannot be sent, the paper-based original invoice shall be mailed to SAP Global Marketing, Inc. at SAP America, Inc., 3999 West Chester Pike, Newtown Square, PA 19073, Attn: Accounts Payable. All invoices must include the following information: (i) Purchase Order number, (ii) SAP Global Marketing, Inc., (iii) SJAM invoice number, (iv) invoice date, (v) amount due, and (vi) remittance instructions.

iii. Naming Rights Payment Invoice Schedule. SAP will pay the Naming Rights Fee in accordance with the schedule set forth in **Exhibit 4**, attached.

iv. Initial Signage Payment Invoice Schedule. SAP will pay the Initial Signage Costs in accordance with the schedule set forth in **Exhibit 5**, attached.

v. Additional Payments. SJAM will submit invoices in accordance to this section to SAP for any other amounts due under this Agreement as such amounts are incurred by SJAM and/or otherwise become due by SAP hereunder. SAP will pay in accordance with this section.

D. SJAM Annual Distribution of Naming Rights Fee. Pursuant to the terms and conditions set forth in the Management Agreement, SJAM will remit to the City, along with other Annual Distribution payments, the amounts noted in **Section 4(A)(iii)** under this Agreement.

5. INTELLECTUAL PROPERTY AND OWNERSHIP.

A. Venue Marks

i. Ownership of Venue Marks. The Parties agree that SAP shall own all right, title and interest in the Venue Marks, including, without limitation, the trademarks and copyrights associated therewith. SAP will license or acquire from the creator(s) of the Logos "artist's design" sufficient rights, including but not limited to rights in any copyright, to permit unrestricted use of the trademarks associated with the Venue Marks.

ii. License to Use Venue Marks. SAP hereby grants to SJAM and the City a limited, non-exclusive, royalty free, personal, non-transferable license (with right to sublicense as permitted herein) only to use the Venue Marks, as depicted in **Exhibit 6**, attached, and as hereafter changed, amended, or created hereunder and as agreed upon the Usage Guide, as described herein, solely for purposes related to performance under this Agreement and subject to SAP approval. SAP reserves all rights in the Venue Marks and SJAM and the City shall have no rights in the Venue Marks other than those expressly granted hereunder. SJAM and the City shall not sublicense any of the rights in the Venue Marks set forth in this Agreement to its subsidiaries or other companies affiliated with the Events with the exception of corporate affiliates, vendors, service providers, promoters and corporate partners of SJAM providing services directly related to the management and operation of the Venue, that, along with their submissions, shall be approved in writing at the sole discretion of SAP (the "Approved Sublicensees").

B. Independent Marks. Except as to the Venue Marks or as expressly provided in this Agreement, SAP and SJAM will retain all ownership, right and title in their respective trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like (collectively, the "Independent Marks," and individually, a "Mark"), and neither party shall use any Mark which is owned by, or licensed or sublicensed to, the other party without the other party's prior written consent. Each party agrees that any use of the other party's Marks under this Agreement will inure to the benefit of and be on behalf of the owning party and will terminate upon the expiration or prior termination of this Agreement. Except as expressly provided herein, the Parties will have any rights or interest in any other party's Independent Marks without prior written consent.

i. SJAM's License. SAP grants to SJAM a revocable, non-exclusive, non-transferable license during the Term of this Agreement to use the SAP Mark(s), as depicted in **Exhibit 7**, attached,

subject to SAP review and approval and solely for purposes related to the performance of this Agreement. SAP grants SJAM no other right, title, or license to the SAP Marks or any other SAP protectable marks and proprietary rights. SJAM shall comply with the current versions of the *SAP Trademark Use and other Marks guidelines and nomenclature*, including, but not limited to, using the Marks as an adjective followed by generic descriptors, marking the SAP Marks with a TM or ® symbol as specified by SAP, and attributing the SAP Marks as a trademark of SAP AG as follows: "SAP, all logos associated therewith, and all other SAP products and services are trademarks or registered trademarks of SAP AG in Germany and other countries." Such attribution shall appear in a legend on all packaging, splashscreens, web page, and other collateral and materials (solely to the extent such uses are authorized under this Agreement). SJAM agrees to permit duly authorized representatives of SAP to audit the uses of the SAP Marks by SJAM for the purpose of ascertaining or determining compliance with the provisions of this license and the Agreement. When using the SAP Marks under this Agreement, SJAM will undertake to comply substantially with all laws pertaining to trademarks and logos, including, without limitation, compliance with marking requirements, in force at any time in any jurisdiction where SJAM operates.

ii. SAP's License. SJAM grants to SAP a revocable, non-exclusive, non-transferrable license during the Term of this Agreement to use the SJAM Mark(s), as depicted in **Exhibit 8**, attached, solely for purposes related to the performance of this Agreement. SJAM grants SAP no other right, title, or license to the SJAM Marks or any other SJAM protectable marks and proprietary rights. SAP shall comply with written usage guidelines and quality control standards with respect to the SJAM Marks as provided by SJAM during the Term, including, but not limited to, marking the SJAM Marks with a TM or ® symbol as specified by SJAM, and attributing the SJAM Marks as a trademark of SJAM as follows: "San Jose Arena Management logos and other proprietary marks are the property of San Jose Arena Management and may not be reproduced without the prior written consent of San Jose Arena Management, LLC." When using the SJAM Marks under this Agreement, SAP will undertake to comply substantially with all laws pertaining to trademarks and logos, including, without limitation, compliance with marking requirements, in force at any time in any jurisdiction where SAP operates.

C. Approvals

i. Venue Marks

a. Usage Guide. During the first three (3) months of the Term, SJAM and SAP shall jointly develop in good faith a Usage Guide setting forth the form and usage (the "Use") of the Venue Marks (the "Usage Guide") approved by SJAM and SAP. Any Use by SJAM or the Approved Sublicensees of the Venue Marks in compliance with the Usage Guide shall be deemed approved by SAP for purposes of this Agreement. SJAM agrees to strictly abide by the Usage Guide and shall use all commercially reasonable efforts to ensure the Use of the Venue Marks by Approved Sublicensees is in accordance with the Usage Guide. Any Use of the Venue Marks by SJAM or the Approved Sublicensee departing in any material respect from the Usage Guide shall be submitted to the other party for its prior written approval, which approval will not be unreasonably withheld, conditioned or delayed. SAP shall respond within five (5) business days from the date it receives the request and proposed Use for such approval. Failure to respond or otherwise act within five (5) business days from receipt thereof shall be deemed an approval of such Use. Use which has been previously approved in accordance with this provision may be used without subsequent approval. Notwithstanding the foregoing, until a Usage Guide is established by SJAM and SAP, or in the event SJAM and SAP fail to establish such Usage Guide despite compliance with the terms of this Agreement, SJAM will continue to obtain approval of its Use of the Venue Marks pursuant to the Initial Samples Process set forth herein.

b. Initial Samples Process. Through the later of: (i) the first three (3) months of the Term, or (ii) the establishment of the Usage Guide as described in this section, SJAM agrees that it will provide SAP with samples of each Use of the Venue Marks, including any Use of the Venue Marks sublicensed by SJAM to an Approved Sublicensee in accordance with this Agreement, for the SAP's prior approval, which approval shall not be unreasonably withheld or delayed. Each sample provided under this provision shall be submitted in some tangible digital or physical form, as requested by SAP, and SAP shall approve or disapprove such Use within five (5) business days of receipt thereof. Any samples not objected to within such time shall be deemed approved. Once approved, SJAM may continue to use the Venue Marks as depicted in such samples without subsequent approval.

c. *Subsequent Changes.* In the event the Venue Marks are changed following the Effective Date of this Agreement, SAP agrees to grant to the SJAM the same or substantially similar license to use the Venue Marks as granted herein. Upon the implementation of such changed Venue Marks, SJAM agrees to obtain approval of its Use of the changed Venue Marks pursuant to the Initial Samples Process set forth herein for a period of up to three (3) months following the implementation of such changed Venue Marks, during which time SJAM and SAP shall jointly and in good faith update and amend the Usage Guide to establish the approved Use of the changed Venue Marks. SJAM agrees to thereafter continue abiding by the Usage Guide provision of this Agreement with respect to such changed Venue Marks through the remainder of the Term hereof.

d. *Unauthorized Use.* Notwithstanding anything herein to the contrary, the Use of the Venue Marks by SJAM and the Approved Sublicensees shall be subject at all times to the reasonable approval of SAP. In the event either SJAM or SAP becomes aware of any unauthorized use of the Venue Marks, they agree to promptly notify each other of such unauthorized Use of the Venue Marks of which the notifying party has actual knowledge. Both SJAM and SAP agree to cooperate in making commercially reasonable efforts to prevent and/or correct any unauthorized use of the Venue Marks, including, without limitation, carrying out Infringement Proceedings in accordance with this Agreement.

ii. Independent Marks

a. *Quality Control.* To the extent the Use of the Independent Marks is expressly licensed and permitted in this Agreement, SJAM and SAP agree to cooperate with each other in facilitating the owning party's quality control review of the Use of its Marks, to permit the owning party's reasonable inspection thereof and to supply the owning party with specimens of all Uses of the owning party's Marks upon request. The Parties agree to use the owning party's Marks only in the form and manner as reasonably prescribed by the owning party on an on-going basis and/or as established by the owning party in its logo and trademark usage guidelines. The Parties agree to obtain approvals for their Use of each other's Marks throughout the Term in accordance with the following Samples Process or such other process as mutually determined by the Parties.

b. *Samples Process.* SAP and SJAM agree to provide each other with samples of their Use of the Marks, including any use of the Marks sublicensed to an Approved Sublicensee in accordance with this Agreement, for the owning party's prior approval, which approval shall not be unreasonably withheld or delayed. Each sample provided under this provision shall be submitted in some tangible digital or physical form, as requested by the owning party, and the owning party shall approve or disapprove such Use within five (5) business days of receipt thereof. Any samples not objected to within such time shall be deemed approved. Once approved, the requesting party may generally continue to use such Marks as depicted in its approved samples in the same or substantially similar manner without subsequent approval (e.g., approval of Use of the Marks on balloons for display during an Event shall constitute approval for future use on similar balloons for similar subsequent Events). For avoidance of doubt, any Use of the Marks by either party departing in any material respect from (i) the approved samples, or (ii) the logo and trademark guidelines established by the owning party, shall be submitted in the form of a sample in accordance with the terms of this section.

c. *Subsequent Changes.* In the event the Independent Marks are changed following the Effective Date of this Agreement, the owning party of such changed Mark agrees to grant the same or substantially similar license to use the Mark as granted herein. Upon the implementation of such changed Marks, the SJAM and SAP agree to obtain approval of its Use of the changed Mark pursuant to the Samples Process set forth herein through the remainder of the Term hereof.

d. *Unauthorized Use.* Notwithstanding anything herein to the contrary, the Use of the Marks shall be subject at all times to the reasonable approval of the owning party. In the event either SJAM or SAP becomes aware of any unauthorized use of the Marks, they agree to promptly notify each other of such unauthorized Use of the Marks of which the notifying party has actual knowledge. Both SJAM and SAP agree to cooperate in making commercially reasonable efforts to prevent and/or correct any unauthorized use of the Marks, including, without limitation, carrying out Infringement Proceedings in accordance with this Agreement.

iii. Signage. Notwithstanding anything herein to the contrary, any and all Use of the Venue Marks and/or SAP Marks related to Signage provided in accordance with this Agreement is subject to prior written approval of SAP, which approval shall not be unreasonably withheld, conditioned or delayed. For each such Use, SJAM shall provide renderings, including the graphics, color schemes and

dimensions, of its proposed Signage to SAP in some tangible digital or physical form, as requested by SAP, and SAP shall approve or disapprove such use, which such response shall not be unreasonably delayed. With respect to any Signage in which the Venue Marks and/or SAP Marks are displayed digitally and are not displayed in fixed form, including, but not limited to, the Digital Displays, SJAM may continue to use the Signage Use as depicted in approved samples without subsequent approval of SAP. Notwithstanding the forgoing, the Parties acknowledge and agree that nothing herein shall impact the City's right to approve any such Signage pursuant to **Section 2** of this Agreement.

iv. Infringement Proceedings. SAP and SJAM agree to promptly notify each other of any unauthorized Use of the other party's Marks of which it has actual knowledge. The owning party shall have the sole right and discretion to bring proceedings alleging infringement of its Marks or unfair competition related thereto; provided, however, that each party agrees to provide the owning party, at the owning party's expense, with its reasonable cooperation and assistance with respect to any such infringement proceedings.

6. CONFIDENTIALITY AND COMMUNICATIONS

A. Confidential and Proprietary Information. The SAP and SJAM acknowledge that, through the course performance of this Agreement, each party may have access to information which relates to the other party's business, gives the other party a competitive advantage, and/or is a "trade secret," including, but not limited to: (i) planning data and marketing strategies, (ii) financial results and business conditions, (iii) business, player and management agreements and negotiations, (iv) information concerning the NHL and its members, (v) software, software applications, and software-related developments, whether in source or object code, including unique ideas and techniques embodied or expressed therein, (vi) documentation, (vii) training materials, (viii) customer and prospect information, (ix) surveys, (x) data, (xi) drawings, (xii) designs, (xiii) procedures, processes and "know how", and (v) any other information that is not generally known by the public (the "Confidential Information"). The SAP and SJAM agree keep all Confidential Information in strict confidence and will not use or disclose, directly or indirectly, both during and after the Term of this Agreement, any such Confidential Information, except as may be necessary in the regular course of performance hereunder or as required under this Agreement. Each party specifically acknowledges that Confidential Information derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from the disclosure or use of Confidential Information, that reasonable efforts have been put forth by the owning party to maintain the secrecy of Confidential Information, that Confidential Information is and will remain the sole property of owning party, and that any physical or mental retention and/or use of Confidential Information during or after the expiration or termination of this Agreement (except in the regular course of performance hereunder or as otherwise required under this Agreement) will constitute a misappropriation of Confidential Information. Notwithstanding the foregoing, the Parties may disclose Confidential Information as required by law or court order, provided such disclosure is limited to the information specifically required to be disclosed. If either is required to disclose any Confidential Information, the disclosing party agrees to promptly notify and cooperate with the owning party to permit the owning party to take any appropriate action it deems necessary to protect its interests thereunder. Each party's obligations under this provision will survive the expiration or termination of this Agreement indefinitely and will remain in full force and effect regardless of any actual or alleged breach of this Agreement by either party, unless and until any such Confidential Information has become, through no fault of non-owning party, generally known to the public.

B. Public Statements. Each party agrees that it will not directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either party. The parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the "Public Statements") made by either party related to performance under this Naming Rights Agreement. Each party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Naming Rights Agreement and the contractual relationship of the Parties.

C. Public Records Act. The Parties acknowledge that any documents retained by the City in the course of City business may be subject to disclosure under the California Public Records Act. The City will notify SAP and SJAM promptly upon receipt of any such request for documents related to this Agreement. If SAP or SJAM have any objections to the release of any documents subject to a Public

Records Request, they shall notify City immediately of such objection and the Parties will cooperate in determining how to handle the request within the parameters of the law.

7. REPRESENTATIONS AND WARRANTIES.

A. City Approval. The Parties acknowledge that, pursuant to the Management Agreement, the City has, among other rights, the absolute discretion to approve the party purchasing the Venue naming rights and the terms and conditions of any agreement licensing the Venue naming rights to a third party. The Parties agree to use all commercially reasonable efforts to effectuate and expedite the process of procuring any and all approvals of the City related to this Naming Rights Agreement during the Term.

B. Compliance.

i. Laws and Regulations. This Agreement is subject to the terms of, and each Party hereby warrants and certifies that it will comply with, all applicable laws, statutes, rules, regulations, decisions and orders in the performance of this Agreement, including regulations and actions of applicable governmental administrative agencies and commissions.

ii. League Rules. This Agreement and the rights and obligations of the Parties hereunder are subject to the Constitution and Bylaws, resolutions, rules and regulations, policies, limitations and interpretations of the NHL and any other sports organization with which, during the Term of this Agreement, is the governing body of any team that plays in the Venue or with which SJAM is or otherwise becomes affiliated. If any provision of this Agreement is in conflict with any League Rule, such League Rule will govern and performance of the Parties hereunder may be modified to the extent necessary to ensure compliance therewith.

iii. Broadcast Licenses. This Agreement is subject to the licenses held by the broadcasters of the Games and Events, and the Parties acknowledge and agree that this Agreement creates no rights in SAP to broadcast or receive revenue from the broadcast of any Game or Event during this Agreement.

iv. Management Agreement. This Agreement is subject and subordinate to the Management Agreement. In the event of any inconsistency between the obligations of SJAM and/or the City under this Agreement and the Management Agreement, the provisions of this Agreement will control.

C. Books and Records. Each party will maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Sharks for a minimum period of five (5) years from the expiration or termination of this Agreement. Upon written request by any party, the Parties agree that the records or documents maintained pursuant to this Agreement will be made available for inspection or audit at any time during regular business hours.

D. Cooperation. The Parties agree to cooperate in the performance of each of their obligations under this Agreement, including, but not limited to, obtaining, agreeing to, distributing and/or enforcing any waivers, rules and regulations, licenses and permits, and other required certifications related to the benefits granted hereunder.

E. Non-Infringement. Each party hereby warrants that, in the course of performance under this Agreement, it will not violate or infringe upon any proprietary rights of any third party, including, without limitation, confidential relationship, trade secrets, patent, trademark or copyright rights.

F. Third Party Beneficiary. SAP and SJAM acknowledge and understand that the City is a third-party beneficiary to this Agreement which is made subject to the Management Agreement under which the City has the absolute right to approve the terms and conditions, and any amendment or modification, hereof. The City may enforce the provisions of this Agreement as they relate to the City's third party rights hereunder in accordance with the terms hereof.

G. City Representations. The City acknowledges, represents and warrants the following:

i. The City, in conjunction with SJAM, owns the right to name the Venue, and the naming of the Venue as contemplated by this Agreement is in accord with all applicable laws, regulations and ordinances of the City;

ii. SJAM is the only party with which the City has an agreement for the occupancy, use and management of the Venue, and SJAM is authorized to do so pursuant to the terms and conditions of the Management Agreement;

iii. This Agreement and all documents delivered pursuant hereto have been duly authorized, and when executed and delivered by the Parties, will be a legal, valid, binding and enforceable obligation of the City; do not violate any provision of any agreement or judicial order to which the City is a party or subject; and no other consents or actions of any third parties, entities or governmental bodies or agencies is required to effectuate this Agreement or the actions of the City, SJAM and SAP taken hereunder;

iv. The City does not obtain any rights in the Venue Marks or any other SAP Marks;

v. The City approves and agrees to the naming rights provision and all other terms and conditions of this Naming Rights Agreement;

vi. As of the Effective Date, the City agrees to use all reasonable efforts to cause new promotional materials, press releases and announcements related to and made by the City, including, without limitation, any City-related website, to refer to the Venue by the Name specified hereunder.

H. Additional Representations and Warranties. SAP and SJAM hereby acknowledge, represent and warrant the following:

i. SAP is a Delaware Corporation, duly formed and existing and in good standing under the laws of the State of Delaware, and has the full right and authority from all necessary sources to enter into and fully perform this Agreement in accordance with its terms;

ii. SJAM is a Delaware limited liability company, duly formed and existing and in good standing under the laws of the State of Delaware, is qualified to transact business in the States of California and Delaware, and has the full right and authority from all necessary sources to enter into and fully perform this Agreement in accordance with its terms;

iii. SAP and SJAM each hereby represents and warrants that it has the full right and authority from all necessary sources to enter into and fully perform this Agreement in accordance with its terms.

I. Authority. Each party hereby represents and warrants that it has the full right and authority from all necessary sources to enter into and fully perform this Agreement in accordance with its terms. In addition, each individual representing the Parties in signing this Agreement (the "Undersigned") is duly authorized to bind his or her respective party to the terms contained herein, all Parties are entitled to rely on the representations of the Undersigned without any duty of investigation, and this Agreement will be binding and enforceable upon the execution by the Undersigned.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. SJAM Indemnification. SJAM hereby agrees to indemnify, defend and hold harmless SAP, its subsidiaries and affiliates, and their respective shareholders, members, directors, officers, servants, agents and employees (the "SAP Indemnitees") and the City, its officers, servants, agents and employees (the "City Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, actions, suits and proceedings, including legal expenses and reasonable attorneys' fees (the "Demand(s)"), of any kind and nature, imposed on, incurred by or asserted against the SAP Indemnitees arising directly out of or in connection with (i) the negligence of the Venue Indemnitees, as defined hereunder; (ii) SJAM's performance of this Agreement or the services provided hereunder; (iii) the content of any materials, including the SJAM Marks, provided by SJAM and displayed and/or exhibited hereunder or (iv) SJAM's breach of any covenant or warranty contained herein; but excluding therefrom any liability arising from the contribution thereto by the negligent or willful actions or omissions of the Venue Indemnitees. SAP agrees that, once SAP or any SAP Indemnitee seeking indemnification learns of any such Demand, SAP will give SJAM and the City prompt written notice of any allegation of infringement and institution of any such suit. SAP and the City will permit SJAM, through competent counsel of its own choosing, to defend any such suit, provided that SJAM will on a regular basis provide SAP and/or the City with full, complete information and updates relating to such suit and will not enter into any settlement or compromise without SAP and/or the City's prior written consent. The obligations of the Parties under this provision will survive the termination or expiration of this Agreement.

B. SAP Indemnification. SAP hereby agrees to indemnify, defend and hold harmless SJAM, the City, SJAM's subsidiaries and affiliates, and their respective shareholders, members, directors, officers, servants, agents and employees and the City Indemnitees (collectively, the "Venue Indemnitees"), as defined herein, from and against any and all liabilities, obligations, losses, damages, penalties, actions, suits and proceedings, including legal expenses and reasonable attorneys' fees (the

"Demand(s)"), of any kind and nature, imposed on, incurred by or asserted against the Venue Indemnitees arising directly out of or in connection with (i) the negligence of the SAP Indemnitees, (ii) SAP's performance under this Agreement or the services provided hereunder, (iii) the content of any materials, including the SAP Marks, provided by SAP and displayed and/or exhibited hereunder, or (iv) SAP's breach of any covenant or warranty contained herein; but excluding therefrom any liability arising from the contribution thereto by the negligent or willful actions or omissions of the Venue Indemnitees. SJAM agrees that, once SJAM or any Venue Indemnitee seeking indemnification learns of any such Demand, SJAM will give SAP prompt written notice of any allegation of infringement and institution of any such suit. SJAM will permit SAP, through competent counsel of its own choosing, to defend any such suit, provided that SAP will on a regular basis provide SJAM with full, complete information and updates relating to such suit and will not enter into any settlement or compromise without SJAM's prior written consent. The obligations of the Parties under this provision will survive the termination or expiration of this Agreement.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL THE PARTIES BE LIABLE TO ONE ANOTHER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS, COMPUTER FAILURE OR MALFUNCTION, DATA LOSS, OR LOST PROFITS AND OPPORTUNITY COSTS. THE FOREGOING LIMITATION WILL NOT APPLY TO DAMAGES AWARDED WITH RESPECT TO THIRD PARTY CLAIMS FOR WHICH THE PARTIES HAVE AN OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT.

D. Insurance. During the Term of this Agreement, SAP and SJAM each agrees to maintain at its own expense commercial general liability and commercial automobile liability insurance with limits of \$2,000,000 per occurrence and in the aggregate for each policy. Upon written request from any party, each party agrees to furnish to the requesting party a Certificate of Insurance evidencing such coverage. Both parties agree to endeavor to each other thirty (30) days prior written notice in event of or cancellation of policies require herein.

9. DEFAULT AND TERMINATION.

A. Default. The occurrence of any one or more of the following events or actions will constitute a breach of this Agreement (the "Default") by the acting or relevant party (the "Defaulting Party").

i. Corporate Cessation. Cessation of either SAP or SJAM to conduct business, or if SAP or SJAM is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;

ii. Bankruptcy or Insolvency. The failure of SAP or SJAM to pay its debts as they come due; filing, or having filed against it, a petition or other request for relief under federal or state bankruptcy or insolvency laws which is not discharged, dismissed or withdrawn within sixty (60) days of filing; or applying for or consenting to the appointment of a receiver for all or a substantial portion of its assets;

iii. Misrepresentation. The making of any representation or warranty by any party in this Agreement that it knows or should have known was materially false as of the Effective Date.

iv. Other Material Breach. The breach of any other material covenant, agreement, representation or warranty made under this Agreement, if such breach has not been waived in writing and has not been cured by breaching party within thirty (30) days following receipt of written notice specifying the nature of such breach, or, as agreed by the Parties, is not capable of being cured within such thirty (30) day period.

v. Default or Breach of Sponsorship Agreement. The default or breach of either SAP or SJAM of the Sponsorship Agreement resulting in the rightful termination thereof.

vi. Default or Breach of Management Agreement. The default or breach of SJAM of the Management Agreement resulting in the City's rightful termination thereof.

B. Right to Terminate. In the event of a Default as set forth herein, the parties not in Default (the "Non-Defaulting Party") will have the right to terminate this Agreement upon written notice to the Defaulting Party. Upon termination of this Agreement in accordance with this provision, the Parties agree that the Parties will immediately cease to use or display the Venue Marks, and the Defaulting Party will be

liable to the Non-Defaulting Party for the payment of all costs and expenses incurred by the Non-Defaulting Party in removing, destroying, discarding and/or replacing all signs, materials or other uses of the Venue Marks under this Agreement.

C. Remedies. The Parties acknowledge and agree that the nature of entering into and granting the rights and benefits under this Agreement involves a complex and time-consuming legal, political and corporate process and, in the event of a Default resulting in the early termination of this Agreement, the Non-Defaulting Party will incur considerable cost and expense in effectuating a change of the Venue Marks and soliciting and entering into a subsequent Agreement with a third party. Therefore, in the event of a Default by SAP resulting in the early termination of this Agreement, in addition to all other rights or remedies available to the Parties at law or in equity, SAP agrees to pay to SJAM, in addition to any and all amounts that would be due under this Agreement in connection with a change of the Venue Name as set forth in the foregoing **Section 9(B)**, liquidated damages in the sum of \$3,250,000.00, an amount equal to the payment of the Annual Naming Rights Fee as set forth in **Section 4(A)(ii)** for one (1) additional year following such termination (the "Liquidated Damages"). Upon its receipt of such Liquidated Damages payment, SJAM will pay to the City (i) an amount equal to that portion of the Annual Naming Rights Fee to which the City would be entitled to receive in one (1) year of this Agreement, and (ii) any other amounts due and owing to the City hereunder as of the date of termination.

D. Contemporaneous Condition. If despite the Parties' compliance with their obligations under this Agreement: (i) the City fails to approve this Naming Rights Agreement, or (ii) SAP and SJAM have not executed a Sponsorship Agreement as contemplated hereunder of **July 1, 2013**, SAP and/or SJAM will have the right to terminate this Agreement upon written notice thereof and, upon such termination, the Parties shall not have any further obligations hereunder except as provided by those terms and conditions expressly set forth as surviving the Term. The Parties acknowledge and agree that this Naming Rights Agreement and a contemporaneous Sponsorship Agreement between the Sharks and SAP are integral to each other, and it is the intent of the Parties for this Naming Rights Agreement to take effect and be enforceable only if and when the Sharks and SAP contemporaneously enter into a corresponding Sponsorship Agreement.

E. Force Majeure. Unless otherwise provided in this Agreement, if performance under this Agreement is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the Parties, including but not limited to, fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, labor dispute, war, terrorist threat or activity, any government law, order, or regulation, or order of any court or jurisdiction (a "Force Majeure"), the restricted party will not be in breach hereof and the performance or obligation of such party will be excused for a period of time equal to the period during which the Force Majeure prevents such performance. In such event, the Parties will make reasonable efforts to determine sufficient "make goods" allowing the restricted Party to satisfy its obligations hereunder. The financial condition, default, breach, or intentional or negligent act or omission of this Agreement by the Party seeking excuse from performance will not constitute a Force Majeure.

i. Venue Damage. If a Force Majeure results in the damage or destruction of the Venue to the extent that Events and Games at the Venue must be cancelled or rescheduled, and repair or reconstruction of the Venue will take longer than ninety (90) days from the time SJAM becomes or should have become aware of the such destruction (the "Discovery Date"), then: (a) if SJAM gives SAP notice no more than ninety (90) days following the Discovery Date that the Venue will be repaired and restored within one (1) year of the Discovery Date (the "Repair Assurance"), SAP will have no right to terminate this Agreement, provided SAP will not be required to make any payments (and will be credited or refunded any payments made) of the Naming Rights Fee due hereunder from the date of any damage or destruction until the first date a Game or Event is presented in the Venue upon the repair and restoration of the Venue following such damage or destruction; but (b) if SJAM gives fails to give SAP such Repair Assurance as set forth herein, SAP may terminate this Agreement upon written notice to SJAM.

ii. NHL Work Stoppage. In the event the NHL experiences a strike, lockout or related work stoppage (the "NHL Work Stoppage") resulting in the reduction of the number of Games played during the Term of this Agreement, SAP will receive a credit or refund of the Naming Rights Fee determined upon the conclusion of the NHL Work Stoppage or the scheduled conclusion of the affected NHL Season, whichever occurs first (the "NHL Work Stoppage Credit"). Any NHL Work Stoppage Credit due to SAP under this provision will be based on an amount equal to the Annual Naming Rights Fee less the District Funds of the applicable Year effected by such NHL Work Stoppage (the "Work Stoppage Credit Basis")

(e.g., 2013-14 Work Stoppage Credit Basis = \$3,250,000 - \$375,000 = \$2,875,000) and will be calculated by: (a) Determining the average annual number of all Games and Events at the Venue in the immediately preceding three (3) Years in which a Force Majeure did not occur (the "3-Year Event Average") by dividing the sum of the Games and Events at the Venue for each such Year by three (3); (b) Dividing the Work Stoppage Credit Basis by the 3-Year Event Average (the "Per Event Credit") (Work Stoppage Credit Basis ÷ 3-Year Event Average = Per Event Credit); (c) Multiplying the number of Games cancelled due to such NHL Work Stoppage by the Per Event Credit (the "NHL Work Stoppage Credit") (Cancelled Games x Per Event Credit = NHL Work Stoppage Credit). As a result of any such NHL Work Stoppage, SAP will not have the right to terminate this Agreement; rather, SAP's sole remedy will be limited to the NHL Work Stoppage Credit calculated hereunder. Notwithstanding anything herein to the contrary, the NHL Work Stoppage Credit will not reduce the amount of District Funds to be paid by SJAM to the City under **Section 4(A)(ii)**. For purposes of illustration only, assuming the annual number of Games and Events in 2013-14 is 175, 2014-15 is 185, and 2015-16 is 180, and an NHL Work Stoppage takes place in the 2016-17 NHL Season resulting in the cancellation of 20 games, SAP would be entitled to receive a credit of the Naming Rights Fee as follows:

- a. 2016-17 Work Stoppage Credit Basis = \$3,250,000 - \$375,000 = \$2,875,000
- b. 3-Year Event Average = 175 + 185 + 180 = 180
- c. Per Event Credit = \$2,875,000 ÷ 180 = \$15,972.22
- d. NHL Work Stoppage Credit = 20 x \$15,972.22 = \$319,444.44

10. GENERAL TERMS.

A. Relationship of the Parties. The Parties are independent contractors and nothing contained herein will be interpreted, construed or applied in practice, in any way, as creating or establishing a partnership, agency, joint venture or employment relationship among the Parties. Each party is solely responsible for the payment of all state, federal and local taxes and complying with all laws, regulations and/or requirements related to its business, and each party reserves the sole and exclusive right and authority to handle, decide, supervise, manage and control the financial and other policies related to its business and purpose.

B. Right to Manage. Each party reserves the sole and exclusive right and authority to handle, decide, supervise, manage and control the financial and other policies of its business, including, without limitation, conducting its business operations, hiring and firing personnel, and performing any other administrative matters.

C. Dispute Resolution.

i. SAP and SJAM. SAP and SJAM agree that any dispute, claim, question or controversy between SAP and SJAM arising from or relating to this the Agreement, its construction, operation or effect, or a breach thereof (the "Dispute(s)") that cannot be resolved through consultation and negotiation of SAP and SJAM shall be submitted to mediation. The cost of mediation will be shared by SAP and SJAM equally. After good faith efforts to resolve the controversy, claim or dispute and upon the notice of either party to initiate mediation, SAP and SJAM shall select a mutually-agreeable mediator. If SAP and SJAM cannot agree on a mediator within three (3) business days of the notice to initiate mediation, SAP and SJAM shall each select a mediator. The two mediators shall then select the mediator who will be responsible for the mediation. Within five (5) business days of selection of the mediator, each party shall submit to the mediator a written statement detailing the facts and law pertaining to the dispute and the party's position. Mediation shall begin no later than five (5) days after the submission of the written statements by SAP and SJAM or as soon thereafter as possible. A representative of each party with settlement authority must personally attend the mediation. If SAP and SJAM fail to resolve their dispute through mediation within five (5) days following the conclusion of mediation, SAP and SJAM agree that any such unresolved Dispute shall be finally resolved exclusively by binding arbitration administered by a single arbitrator of the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (the "Rules") and taking place in San Jose, California. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Except as required by law, neither party nor the arbitrator may disclose the existence, content, results or award of any arbitration without the prior written consent of all parties. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Each party shall bear its own costs and expenses, including attorneys' fees, and an equal share of the arbitrators' and administrative

fees of arbitration. SAP and SJAM expressly waive the right to resolve any Dispute through any other means, including by a jury trial. This dispute resolution provision shall survive the expiration or termination of the Agreement and cannot be modified except in a written agreement signed by both parties with specific reference to this arbitration provision and the intent to modify or amend it. SAP AND SJAM UNDERSTAND AND AGREE THAT THEY ARE ELECTING TO RESOLVE ANY DISPUTE UNDER THIS AGREEMENT THROUGH ARBITRATION AND ARE WAIVING THEIR RIGHT TO A JURY TRIAL.

ii. City Disputes. Notwithstanding anything herein to the contrary, the Parties agree and acknowledge that any Dispute between SJAM and the City arising from or relating to this the Agreement is subject to resolution pursuant to the arbitration provisions set forth in Section 30.13 of the Management Agreement.

D. Right To Equitable Relief. SAP and SJAM agree that they shall not have and hereby waive the right to seek equitable relief related to the performance or breach of this Agreement by the other party; provided, however, either party shall have the right to enjoin the other party by appropriate injunctive proceedings, without first exhausting any other remedy which may be available to it, from engaging in any breach of the terms and conditions contained in **Sections 5 and 6** of this Agreement.

E. Attorney's Fees. If either SAP or SJAM commences or engages in an action or other proceeding by or against another party to this Agreement arising out of or in connection with this Agreement, the prevailing party will be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action or proceeding, any appeals relating thereto and enforcing any judgments rendered in connection therewith.

F. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to conflict of law principles. Subject to the dispute resolution provision herein, any dispute arising under or in connection with this Agreement, or related to any matter thereof, will be subject to the exclusive jurisdiction of State court in the County of Santa Clara, California, or the United States District Court for the Northern District of California, San Jose, California.

G. Notices. Any notice, request, approval or consent under this Agreement will be sufficiently given if in writing and delivered in person, mailed (certified or first class), or electronically transmitted (with receipt of transmission) to the address set forth herein, or to such other address as the recipient may furnish in writing to the sender. Notice will be deemed effective upon the earlier of actual delivery or three (3) days following mailing.

H. Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement will be binding or valid unless in writing and executed by all Parties. No failure to enforce any provision of this Agreement will be construed as a waiver or thereafter prevent any party from enforcing the same or any other provision of this Agreement.

I. Equal Bargaining Power. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, there will be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

J. Severability. If any portion of this Agreement is judged to be illegal, invalid or unenforceable, such portion will be given effect to the maximum extent possible by narrowing, or enforcing in part, such portion to the minimum extent necessary to make it enforceable. Any such invalidity or unenforceability will not in any way affect the validity or enforceability of the remainder of this Agreement which will continue in full force and effect.

K. Captions. The captions used in this Agreement are for convenience only and will not define, limit, or otherwise be used in the construction of this Agreement.

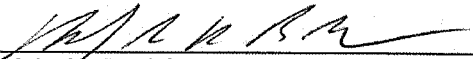
L. Assignment. Except in the normal course of performance under this Agreement involving the Parties' engagement of subcontractors or sublicensees to provide specific services related hereto, the Parties shall not assign or otherwise transfer any of their respective rights and obligations under this Agreement without the prior written consent of the other parties which consent shall not be unreasonably withheld; provided, however, that the Parties shall not be required to provide such consent unless and until the assignee or transferee shall agree in writing to be bound by each and every term, covenant and obligation of the assigning party hereunder. Notwithstanding the foregoing, SAP may assign the Agreement in its entirety to its parent company SAP AG or its affiliate SAP America, Inc., and SJAM may

assign the Agreement in its entirety to its parent company San Jose Sports and Entertainment Enterprises LLC or its affiliate Sharks Sports & Entertainment LLC, but any such assignment by either SAP or SJAM that would affect or change of the Name and/or Logo is subject to the prior written approval of the Parties, which in the case of the City shall be in its sole discretion. Any assignment or other transfer by or of SAP or SJAM's rights and/or obligations hereunder in violation of this provision shall be a material default under this Agreement and shall be without legal force or effect and void without the requirement of further action by the Parties. In the event this Agreement is assigned in accordance with this section, and, as a result, SAP or its assignee or transferee proposes to change the Name, Logo and/or Venue Marks, the Parties agree that SAP or its assignee or transferee will be responsible for all costs and expenses associated with such proposed name change in accordance with **Section 4(B)** of this Agreement.

M. Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will be binding when one or more counterparts have been signed by each of the Parties and delivered, either manually or electronically, to the other party, it being understood that all Parties need not sign the same counterpart.

N. Entire Understanding. This Agreement, including all Exhibits referred to herein, constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous negotiations, discussions, understandings and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties execute this Agreement as of the first date written below.




Malcolm Bordelon, EVP, Business Operations

5.30.13

Date

SAN JOSE ARENA MANAGEMENT, LLC
A Delaware Limited Liability Company
525 West Santa Clara Street
San Jose, California 95113
(408) 287-7070
mbordelon@sharkssports.net



Charlie Faas, EVP, Chief Financial Officer

5/30/13

Date

SAN JOSE ARENA MANAGEMENT, LLC
A Delaware Limited Liability Company
525 West Santa Clara Street
San Jose, California 95113
(408) 287-7070
cfaas@sharkssports.net

Jonathan D. Becher, Chief Marketing Officer

Date

SAP GLOBAL MARKETING, INC.
A Delaware Corporation
3410 Hillview Avenue
Palo Alto, CA 94304
jonathan.becher@sap.com

Toni Taber, City Clerk

Date

CITY OF SAN JOSE
Office of the City Clerk
200 East Santa Clara Street
San Jose, California 95113
(408) 535-1260
(408) 292-6207 (fax)

assign the Agreement in its entirety to its parent company San Jose Sports and Entertainment Enterprises LLC or its affiliate Sharks Sports & Entertainment LLC, but any such assignment by either SAP or SJAM that would affect or change of the Name and/or Logo is subject to the prior written approval of the Parties, which in the case of the City shall be in its sole discretion. Any assignment or other transfer by or of SAP or SJAM's rights and/or obligations hereunder in violation of this provision shall be a material default under this Agreement and shall be without legal force or effect and void without the requirement of further action by the Parties. In the event this Agreement is assigned in accordance with this section, and, as a result, SAP or its assignee or transferee proposes to change the Name, Logo and/or Venue Marks, the Parties agree that SAP or its assignee or transferee will be responsible for all costs and expenses associated with such proposed name change in accordance with **Section 4(B)** of this Agreement.

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Office of the City Clerk
200 East Santa Clara Street
San Jose, California 95113
(408) 535-1260
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EXHIBIT 1
EXTERIOR SIGNAGE

South Entrance Sign

As agreed to and presented on the attached Signage Attachment - page 1 of 6 with any additional changes to be mutually determined by SAP and SJAM in accordance with the terms of the Agreement.

Dimensions: 48'-5 1.2" x 15'-0"

North Entrance Sign

As agreed to and presented on the attached Signage Attachment - page 2 of 6 with any additional changes to be mutually determined by SAP and SJAM in accordance with the terms of the Agreement.

Dimensions: 48'-5 1.2" x 15'-0"

Digital Marquee Signage

- Marquee (16' x 19') located next to an SAP Center main entrance on W. Santa Clara St.
- Graphics to be mutually determined by SJAM and SAP throughout the Term.

As agreed to and presented on the attached Signage Attachment - page 3 of 6 with any additional changes to be mutually determined by SAP and SJAM in accordance with the terms of the Agreement.

Rooftop Sign

As agreed to and presented on the attached Signage Attachment - page 4 of 6 with any additional changes to be mutually determined by SAP and SJAM in accordance with the terms of the Agreement.

Dimensions: 174'-6" x 54'-0"

EXHIBIT 2

INTERIOR SIGNAGE

Center-Hung Scoreboard

- Four (4) Fixed Panels on center scoreboard
- One (1) panel on each side of the scoreboard
- Graphics to be mutually determined by SJAM and SAP throughout the Term.

As agreed to and presented on the attached Signage Attachment - page 5 of 6 with any additional changes to be mutually determined by SAP and SJAM in accordance with the terms of the Agreement.

Logo Dimensions: 13'- 5 5/8" x 3'-7 7/8"

Venue Center Ice Circle

As agreed to and presented on the attached Signage Attachment - page 6 of 6 with any additional changes to be mutually determined by SAP and SJAM in accordance with the terms of the Agreement.

Digital Displays

- Digital displays located throughout SAP Center (Concourse, Club level, in-bowl ticket windows, etc.)
- Graphics to be mutually determined by SJAM and SAP throughout the Term.

EXHIBIT 3
MUNICIPAL SIGNAGE

Locations of Municipal Signage will be placed in the same locations and manners as existing Municipal Signage referencing the Venue, or such substantially similar locations and manners as determined by the City in its normal course of business.

EXHIBIT 4

NAMING RIGHTS FEE PAYMENT INVOICE SCHEDULE

Year	Naming Rights Fee	Installment	Invoice Date*
2013-14	\$3,250,000.00	\$812,500.00	August 1, 2013
		\$812,500.00	November 1, 2013
		\$812,500.00	February 1, 2014
		\$812,500.00	May 1, 2014
2014-15	\$3,250,000.00	\$812,500.00	August 1, 2014
		\$812,500.00	November 1, 2014
		\$812,500.00	February 1, 2015
		\$812,500.00	May 1, 2015
2015-16	\$3,250,000.00	\$812,500.00	August 1, 2015
		\$812,500.00	November 1, 2015
		\$812,500.00	February 1, 2016
		\$812,500.00	May 1, 2016
2016-17	\$3,250,000.00	\$812,500.00	August 1, 2016
		\$812,500.00	November 1, 2016
		\$812,500.00	February 1, 2017
		\$812,500.00	May 1, 2017
2017-18	\$3,250,000.00	\$812,500.00	August 1, 2017
		\$812,500.00	November 1, 2017
		\$812,500.00	February 1, 2018
		\$812,500.00	May 1, 2018
5-Year Extension Term (Option)			
2018-19	\$3,250,000.00	\$812,500.00	August 1, 2018
		\$812,500.00	November 1, 2018
		\$812,500.00	February 1, 2019
		\$812,500.00	May 1, 2019
2019-20	\$3,250,000.00	\$812,500.00	August 1, 2019
		\$812,500.00	November 1, 2019
		\$812,500.00	February 1, 2020
		\$812,500.00	May 1, 2020
2020-21	\$3,250,000.00	\$812,500.00	August 1, 2020
		\$812,500.00	November 1, 2020
		\$812,500.00	February 1, 2021
		\$812,500.00	May 1, 2021
2021-22	\$3,250,000.00	\$812,500.00	August 1, 2021
		\$812,500.00	November 1, 2021
		\$812,500.00	February 1, 2022
		\$812,500.00	May 1, 2022
2022-23	\$3,250,000.00	\$812,500.00	August 1, 2022
		\$812,500.00	November 1, 2022
		\$812,500.00	February 1, 2023
		\$812,500.00	May 1, 2023

* To be invoiced pursuant to **Section 4(C)** (Payment) of this Agreement.

EXHIBIT 5
INITIAL SIGNAGE PAYMENT INVOICE SCHEDULE*

Estimated Initial Signage Cost**	Installment	Invoice Date
\$2,600,000.00	\$650,000.00	August 1, 2013
	\$650,000.00	November 1, 2013
	\$650,000.00	February 1, 2014
	\$650,000.00	May 1, 2014

*** To be invoiced pursuant to Section 4(C) (Payment) of the Agreement**

**** Notwithstanding anything herein to the contrary, the Estimated Initial Signage Cost set forth in this Exhibit 5 is an estimate only. Notwithstanding the Cost Reporting procedures as noted in Section 4(B)(v), if at any time SJAM reasonably believes the actual cost of preparing, producing, mounting and/or installing the Signage will exceed the Estimated Initial Signage Cost set forth herein, SJAM will immediately notify SAP of such additional signage costs, subject to the approval of SAP, which approval will not be unreasonably withheld.**

EXHIBIT 6
VENUE MARKS

PRIMARY LOGO



SECONDARY LOGO



EXHIBIT 7
SAP MARKS

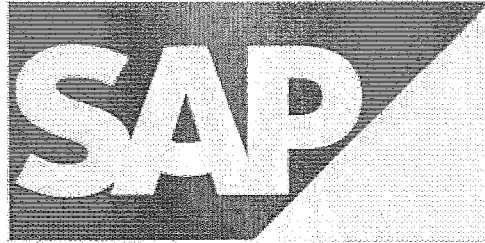
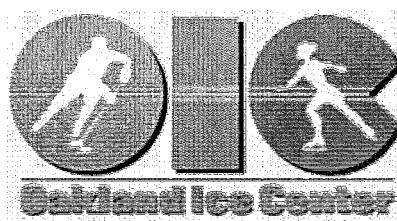
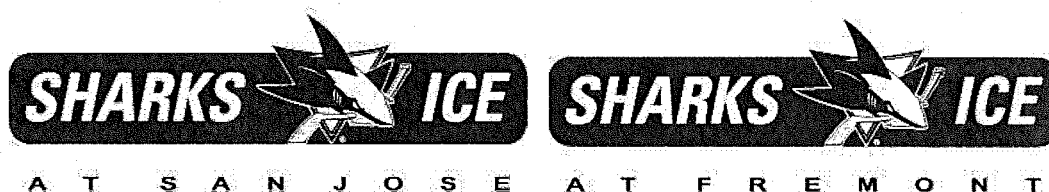
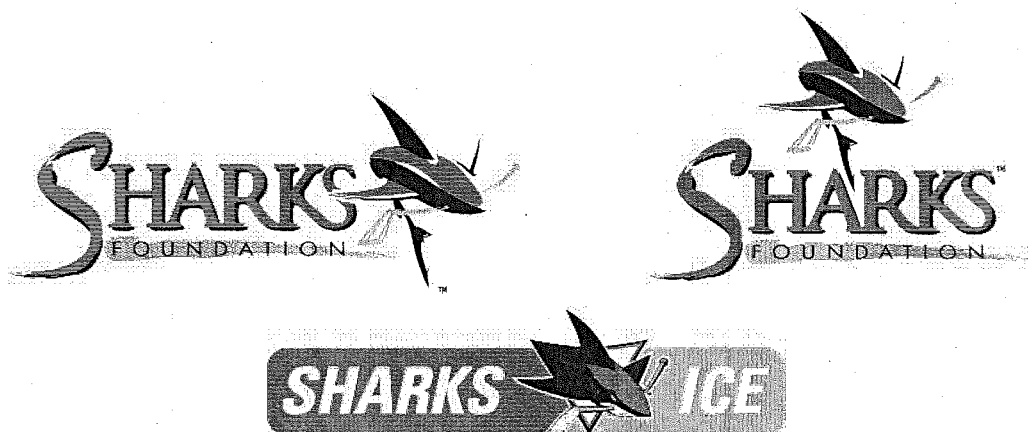


EXHIBIT 8
SJAM MARKS



Operated By



Exhibit 9

“Designations”

- SAP: Technology Partner of the SAP Center
- SAP: Official [Cloud] Business Software Partner of the SAP Center
- SAP: Official [Cloud] Enterprise Software and Solutions Provider/Partner of the SAP Center
- SAP: Official [Cloud] Statistics Partner of the SAP Center
- SAP: Official [Cloud] Software Solutions Partner of the SAP Center
- SAP: Official [Cloud] Analytics Provider/Partner of the SAP Center
- SAP: Official [Cloud] Business Applications Provider/Partner of the SAP
- SAP: Official Business Analytics Software Partner of the SAP Center
- SAP: Official Marketing Partner of the SAP Center
- SAP: Official Business Intelligence Software Partner of the SAP Center
- SAP: Official Sponsor/Partner of the SAP
- SAP: Proud Sponsor/Partner of the SAP Center
- SAP Center Runs SAP
- SAP Center Runs Better with SAP
- SAP Center Runs Like Never Before with SAP

Additional designations must be mutually agreed upon by the Parties during the Term of the Agreement.

SIGNAGE ATTACHMENT (6 Pages, Attached)

SAP Center
Exhibit 1 – Exterior



South Entrance branding

SAP Center
Exhibit 1 – Exterior

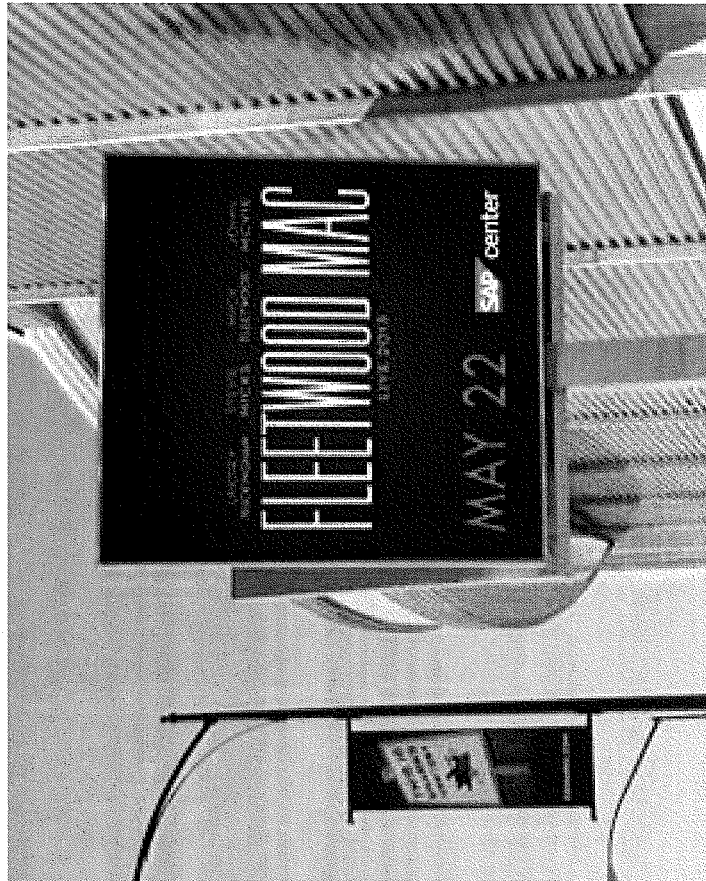


North Entrance branding

SAP Center
Exhibit 1 – Exterior



Digital Marquee

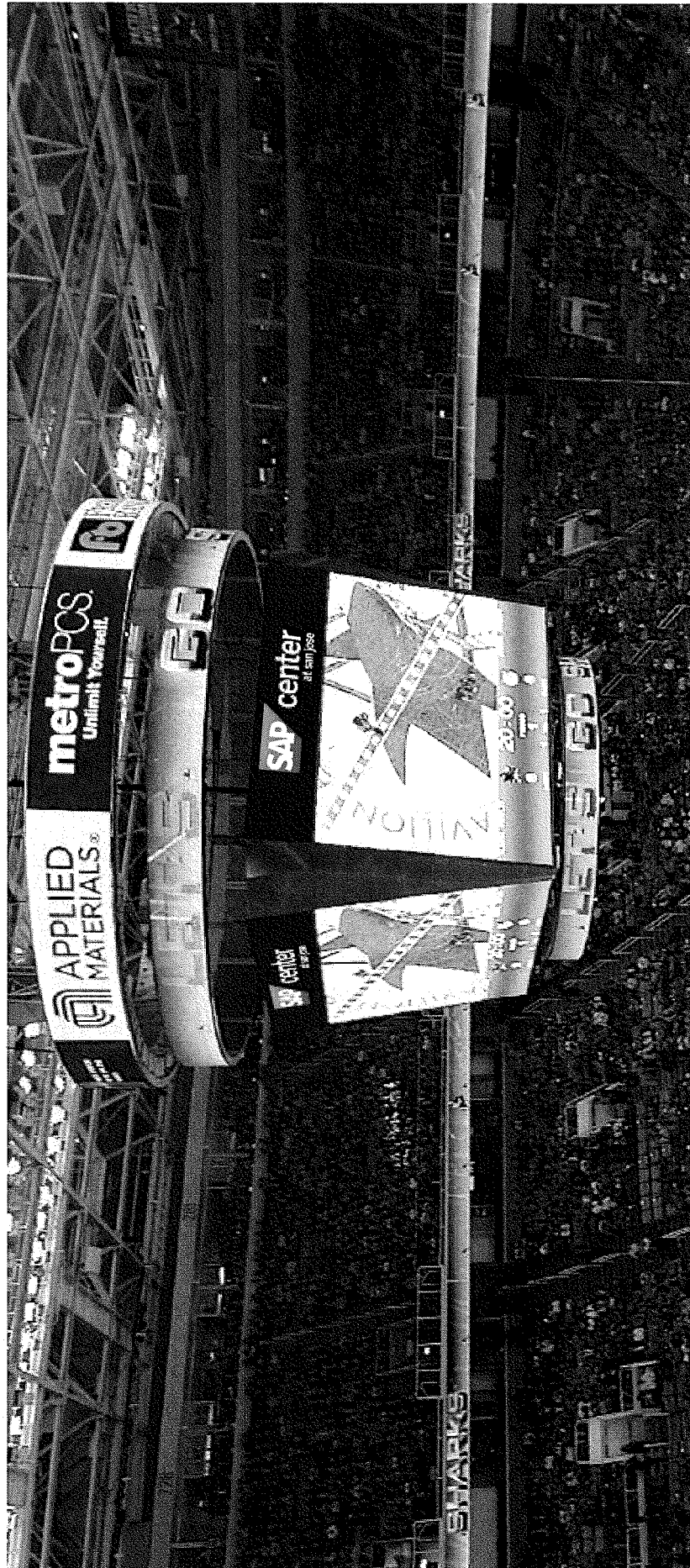


SAP Center
Exhibit 1 – Exterior



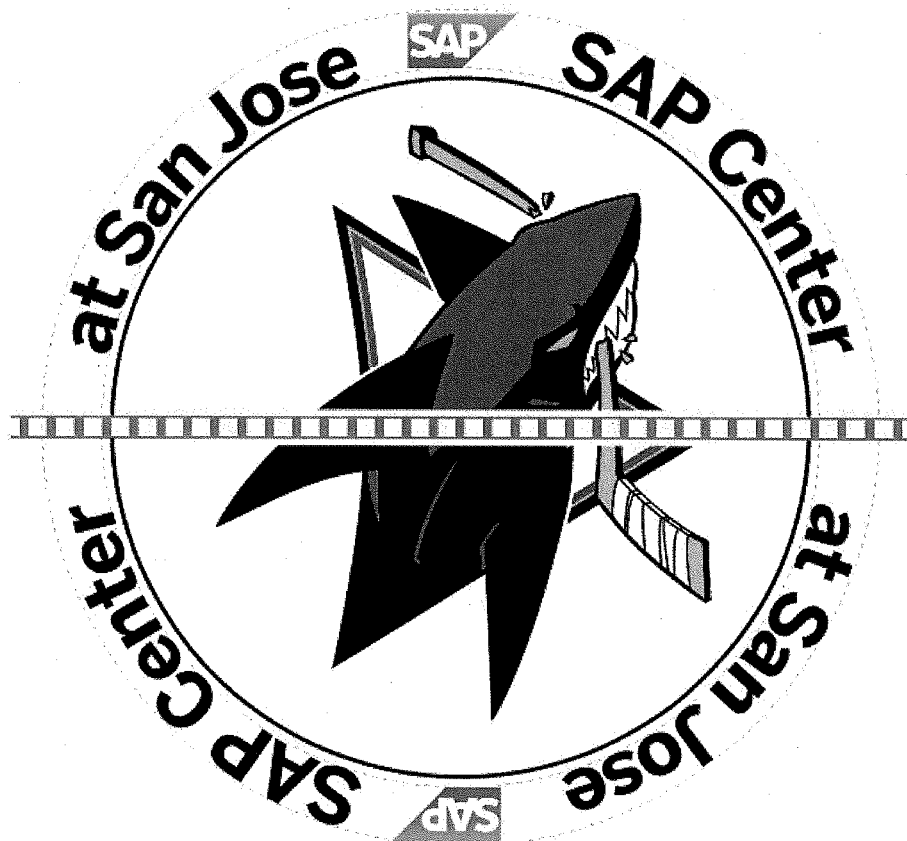
Rooftop Signage

SAP Center
Exhibit 2 – Interior



Center-Hung Scoreboard

SAP Center
Exhibit 2 – Interior



Venue Center Circle